

EXHIBIT “B”



System Executive Office

350 Parish Street
Canandaigua, New York 14424
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Date: October 31, 2008

To: Lehman Brothers Special Financing Inc.
745 Seventh Avenue, 5th Floor, New York, NY 10019
Attention: Municipal Financial Products – Middle Office

Allyson Carine – Senior Vice President
Capital Markets Contracts – Legal
Lehman Brothers
1271 Avenue of the Americas, 43rd Floor
New York, NY 10020

From: The Frederick Ferris Thompson Hospital
350 Parrish Street, Canandaigua, NY 14424
Chief Financial Officer

Termination Notice

Dear Sir or Madam:

Reference is made to that certain ISDA Master Agreement between Lehman Brothers Special Financing Inc. ("Party A") and FF Thompson ("Party B") dated as of August 14, 2003 (together with the Schedule thereto, all annexes thereto and the Confirmation of the Transaction outstanding thereunder, the "Agreement"). Capitalized terms used and not defined below have the meanings given in the Agreement.

Following (i) the Event of Default Notice dated as of October 14, 2008 (the "Default Notice") attached hereto as Annex A and (ii) the Consent to Reference Market-maker Notice dated as of October 27, 2008 (the "Reference Market-maker Notice") attached hereto as Annex B, with respect to the bankruptcy of Party A and the bankruptcy of Party A's Credit Support Provider, Lehman Brothers Holdings Inc., which each constituted and continue to constitute an Event of Default under Section 5(a)(vii) of the Agreement with Party A as the Defaulting Party, Party B hereby notifies you of the following:

- 1) Pursuant to Section 6(a) of the Agreement, Party B hereby designates October 31, 2008 as the Early Termination Date in respect of the Transaction.
- 2) The Settlement Amount payable in connection with the designation of the Early Termination Date will be determined by Party B, as the Non-Defaulting Party, in

accordance with the terms of the Agreement, including the terms outlined in Section 6(e)(i)(3) of the Agreement and in Part 1(h) of the Schedule to the Agreement.

- 3) Party B, as the Non-defaulting Party, has identified the following dealers as "Reference Market-makers", each of which qualifies under the definition of "Reference Market-makers" in Section 12 of the Agreement:
 - a. Bank of America
 - b. Citigroup
 - c. Deutsche Bank
 - d. JP Morgan
 - e. Key Bank
 - f. Morgan Stanley
 - g. Wells Fargo
- 4) Party B will solicit quotations for the Transaction from the Reference Market-makers on or as soon as reasonably practicable after the Early Termination Date, in accordance with the Market Quotation payment measure set forth in the Agreement.
- 5) Party B will determine the Settlement Amount in accordance with Section 6(e)(i)(3) of the Agreement and will provide Party A with a statement of any amount payable by Party A or Party B, as the case may be. The payment date for the Settlement Amount will be two Local Business Days after the Early Termination Date.
- 6) Please note that pursuant to Section 9 of the Agreement, Party B will, in due course, be claiming an indemnity (whether by set-off or otherwise) for its reasonable out-of-pocket expenses, including without limitation, legal fees, incurred by reason of the enforcement and protection of Party B's rights under the Agreement and/or by reason of the early termination of the Transaction.

We thank you for your cooperation and we look forward to working with you on completing the above process in a timely manner. Nothing contained herein or related hereto shall be deemed to waive, limit or alter any of our rights, claims or causes of action under applicable law, the Agreement, any related documents or any matter related thereto. All such rights, claims and causes of action are hereby reserved.

Sincerely,



Deborah K. Weymouth, FACHE
Executive VP/CFO, Thompson Health
COO, F.F. Thompson Hospital